



2006 New Commercial Use Authorization

Enclosed is an application for the 2006 Commercial Use Authorization (CUA) to operate Commercial Passenger Vehicles in Yosemite National Park. No permit fee will be required for 2006.

****It is important that this application be completed and returned at least 30 days prior to your trip into the park.** All documents must be received in this office prior to your buses entering Yosemite National Park in 2006.

Please provide the following documentation if applicable.

- _____ **Complete Page 1 of the authorization.** Fill in the information in the box marked "Holder", at the top of the page. An authorized representative of the company must sign the line marked "Holder" located at the bottom of the page. A copy will be returned to you after it has been signed by the Superintendent. **(This document must be mailed)**
- _____ Proof of California State PUC operating authority, if applicable. (For California intrastate trips) **(This document may be faxed)**
- _____ Proof of Federal, Department of Transportation (DOT), operating authority, if applicable. (For interstate trips) **(This document may be faxed)**
- _____ Proof of current liability insurance listing "The U.S Government, National Park Service" as additional insured. (Per Condition E of the authorization.) **(This document may be faxed)**
- _____ Commercial Tour Operator Survey for 2006 (New companies should only complete the top half of the page through question #4.) **(This document may be faxed)**

Mail the signed, original page 1 to:

Office of Special Park Uses
Commercial Tour Manager
P.O. Box 700
El Portal, CA 95318

You may FAX designated documents to: (209) 379-1853 or 1859

A copy of the entire permit must be kept on any company bus entering Yosemite National Park and be made available for inspection by any park ranger, upon request. Your bus driver should be made aware of the conditions on pages 6-11. Your driver is required to abide by all conditions of the Authorization. This Authorization is subject to suspension and/or revocation as a result of violation of these conditions.

Please call the Office of Special Park Uses at (209) 379-1851 regarding any questions you may have concerning your permit status or your trip to Yosemite National Park.

Sincerely,
Ruth Middlecamp
Commercial Tours Permit Manager,
Yosemite National Park

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
YOSEMITE NATIONAL PARK
Commercial Use Authorization
(2006 COMMERCIAL BUS/TOUR OPERATIONS)

1. Holder (Fill in information below. Please print legibly.)

NAME

Park Alpha Code: **YOSE**

COMPANY

Federal Tax ID #

Authorization #: **8800-06-** (Official Use Only)

ADDRESS

Type of Use: **Visitor Services**

Date Authorization Approved **12/2005**

TELEPHONE NUMBER

FAX NUMBER

Reviewed **12/2005**

California PUC Authority #

Dept of Transportation Authority #

Expires **01/31/2007**

TCP-

DOT-

2. The holder is hereby authorized to use the following described land or facilities in the above named area:
Areas within Yosemite National Park open to the general public and designated by the attached permit conditions. The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at **12:01** (A.M.) on **January 1, 2006** (Month/Day/Year)

4. The authorization expires at **12:00** (A.M.) on **January 31, 2007** (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions) **The Holder is authorized to operate commercial passenger vehicles (bus, van and/or limousine) within Yosemite National Park.**

XX Out-of-Park: The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

In-Park: The visitor services described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: **Section 18, P.L. 105-391: 16 USC 1, 1A; 36 CFR Parts 1-7**

7. NEPA Compliance: **CATEGORICALLY EXCLUDED** **X** EA/FONSI EIS OTHER APPROVED PLANS

8. APPLICATION FEE Received Not Required Amount **\$ 50.00 (Fee Waived)**

9. LIABILITY INSURANCE: Required **NA** Amount \$

10. COST RECOVERY: Required **X** Amount **\$ 350.00 (Fee Waived)**

11. FACILITY USE FEE: Required Not Required **X** Amount \$

ISSUANCE of this authorization is subject to the attached conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures. (Please sign using blue ink)

Authorization Holder: _____ (_____)
Signature (Print Name & Title) Date

Authorizing NPS Official: _____
Signature (for) Superintendent Yosemite National Park Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The Holder will comply with any special instructions received from the Superintendent, and/or representative thereof, concerning activities within Yosemite National Park.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of (See page 5, Condition E of this authorization) and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additionally insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
9. Holder will comply with applicable public health and sanitation standards and codes.
10. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

11. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.

12. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.

13. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

14. The holder is to maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

APPENDIX SPECIAL PARK CONDITIONS

Definitions:

Holder: For the purpose of this authorization the word “Holder” shall mean a person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees and/or agents of the person, company and/or corporation to whom this authorization is issued.

Commercial Bus Tour: For the purpose of this authorization the term “Commercial Bus Tour” shall mean any type of commercial transportation service provided to Park area visitors where passengers are conveyed into and/or out of the Park area by motor vehicle for a direct to indirect fee or charge and, except for on-board interpretative services, no other services are provided. This definition does not allow for guided hiking, backpacking or bicycling activities conducted by the Holder. (See Special Park Condition G.)

Commercial Bus: Unless otherwise specified, for the purpose of this authorization the term “Commercial Bus” or “Bus” shall mean any mode of transportation, which is used to carry paying passengers into and out of the Park area. This definition includes, but is not limited to sedans, SUVs, mini-vans, vans, mini-buses, motor coaches, taxis and limousines used for commercial transportation services.

Commercial Tour Group: Unless otherwise specified, for the purpose of this authorization the term “Commercial Tour Group” shall mean any group, private or commercial, using any mode of commercial transportation to travel in Yosemite National Park.

National Park Service Regulations: Information on National Park Regulations may be accessed at www.nps.gov. After bringing up the website, select “Info Zone” and then select “Rules and Regulations” (Title 36, Code of Federal Regulations, sections 1-7).

A. Acknowledgement - In accepting this authorization, the Holder acknowledges that the proposed activity, in order to qualify for an Incidental Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the Park was established, i.e., visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture with the Park to their clientele.

B. Use Limits - It is expressly understood that the superintendent may impose public use limits based upon his authority stated in Title 36 of the Code of Federal Regulations, Section 1.5.. Furthermore, **it is understood that possession of this Authorization does not guarantee entry into Yosemite National Park or Yosemite Valley**, and that entrance into the Park or Yosemite Valley may be closed or restricted from time to time in response to crowded conditions or natural events. It is also understood that access to Yosemite National Park and certain areas within the Park may be restricted in the future to protect Park resources and assure quality visitor experiences or due to the implementation of special park projects.

C. Employee / Agent Responsibility - The Holder and all participants authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of the Park Superintendent. The Holder shall insure that all employees and customers (Tour Group Company/Guides) entering the Park are informed of all “Special Park Conditions” of this authorization. (The Holder may be cited for any violations of the authorization committed by their employee and/or agent while acting under this authorization.)

Conditions continued

D. Damages - The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use, which the Holder is authorized to make of the land described in this authorization.

E. Indemnification - The Holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Holder, his employees, subcontractors or agents under this authorization.

- A. (1) The Holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agree to comply with any revised insurance limits the Director may require during the term of this authorization.
- (2) The Holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and upon renewal of insurance thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder.
- (3) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
- B. **Public Liability.** The Holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than:

<u>Amount of Coverage</u>	<u>Vehicle Seating Capacity</u>
(1) \$750,000	for any vehicle with a seating capacity of 7 passengers or less.
(2) \$1,500,000	for any vehicle with a seating capacity of 8 passengers through 15 passengers, inclusive.
(3) \$5,000,000	for any vehicle with a seating capacity of 16 passengers or more.

The Holder shall provide insurance coverage based upon the largest capacity vehicle it will operate in the Park. The Superintendent reserves the right to revise the minimum required limits.

If claims reduce available insurance below the required per occurrence limits, the Holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

- (1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the **United States Government is named as additional insured.**

F. Advertising - Advertising for the authorized activity shall not state or imply endorsement by Yosemite National Park or the National Park Service. Commercial photography or commercial filming of advertisements within Yosemite National Park may require a separate filming permit which must be approved by the Superintendent. (Contact the Office of Special Park Uses at (209) 379-1854 for further information.)

Conditions continued

G. Additional Permits – Commercial bus tour operators offering services other than transportation and onboard interpretation may be required to apply for an additional authorization to conduct the activity. It is the responsibility of the **Commercial Tour Operator** to obtain any additional authorization for activities not covered under this CUA. Examples of additional authorization requirements, though not limited to these, are any situations requiring a wilderness use permit, use of Park trails, hiking, livestock use, educational seminars, etc. **(Note) Commercial bicycle tours are not allowed within Yosemite National Park.** For additional information or authorization regarding additional tour activities contact the Office of Special Park Uses at (209) 379-1851.

H. Entry Fees** - Holder agrees to pay **all applicable** entrance fees in effect at the time of arrival at the Park entrance station or designated fee collection site. The entrance fee must be paid in full at the time of entry, or upon exit if the entrance station is closed during entry. It is **mandatory** that drivers or clients have in their possession an authorized credit card, company check, money order, the correct amount of cash, or PAD form upon arrival at the Park entrance. **Companies entering the Park fifty (50) or more times per year are required to sign up for the Pre Authorized Debit Program (PAD).** *(Contact the Fee Management office at 209-372-0316 for further information. The Park entry fee allows for a consecutive seven-day visit. For a group making a multiple day visit to Yosemite the entry fee entitles the “same group” on the “same bus/vehicle” to enter for up to seven consecutive days for the one entry fee. Checks may be made payable to the “Department of Interior/National Park Service” or “DOI / NPS”).*

I. Fee Fraud - Attempting to avoid payment of appropriate fees is a violation of federal law. **Any attempt at fee fraud will result in the revocation of this authorization and the Holder will be subject to criminal prosecution.**

J. Safety - The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other Park visitors, and Park employees.

K. Harassment of NPS Employees - Any harassment or threats to any NPS employee by the Holder will result in the suspension and/or revocation of this authorization.

L. Area Use: The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of as required by the Superintendent. *(See Special Park Condition – “BB”)*

M. Carry Permit: The Holder shall carry a copy of the **entire** eleven (11)-page “2006 Commercial Use Authorization on board all buses entering Yosemite National Park.

N. Proof of Operating Authority: The Holder shall provide the Superintendent with proof of current operating authority from the California Public Utilities Commission (PUC), for companies providing **intrastate** trips within California, and/or from the Department of Transportation (DOT) for all companies providing **interstate** trips. It is the responsibility of the Holder to update this office regarding any changes, updates or additions to their carrier authority. Failure to do so may result in the suspension of this authorization until the updated information is received in this office.

O. Suspension or Revocation of PUC and/or DOT Authority: **If, for any reason, the Holder’s PUC and/or U.S. Department of Transportation authority is placed in any status other than “Active”, this Authorization will be immediately suspended and the Holder will not be allowed to enter Yosemite National Park.** No prior notice of this suspension by Yosemite National Park is necessary. After such a suspension has occurred, the Holder must apply for reinstatement of their CUA, show proof of their reinstatement by PUC and/or DOT and receive written authorization from Yosemite National Park **prior** to entering the Park.

Conditions continued

P. Park Surveys: The Holder agrees to cooperate in surveys conducted by Yosemite National Park, designed to assist in Park management actions.

Q. Rules of the Road - All vehicles will comply with posted traffic regulations, **including speed limits and double-yellow centerline markings**. Holder shall take every safe opportunity to use roadside turnouts to allow faster traffic to pass.

R. Scenic View Stops – Buses traveling through the Yosemite Valley are limited to the use of the following locations: (The availability of these areas is dependent upon activities in these area.)

- 1.) Wawona Road (Hwy 41) and Tunnel View (also known as Inspiration Point).
- 2.) Bridalveil Fall and El Capitan View area, on either side of one-way road (Southside Drive, eastbound). Buses may not enter the Bridalveil Fall parking lot.
- 3.) Half Dome view, from Sentinel Bridge, in marked bus parking spaces only, located on the North side of the bridge.
- 4.) Devils Elbow, Northside Drive (westbound), on the right side leaving Yosemite Valley and prior to El Capitan Meadow.
- 5.) Valley View, Northside Drive (westbound), on the left side leaving Yosemite Valley, and prior to the Hwy 41/140 split.
- 6.) **No stopping is allowed at the Fern Springs** turnout located on Northside drive, just past the Pohono Bridge. (This includes all forms of buses and vans.)

S. **Designated Drop Off Points: The National Park Service reserves the right to specify in-park drop-off and pick-up points for use by the Holder. *Holders operating mini-buses and/or motor coaches must use designated passenger loading/unloading zones and bus parking areas. The Holder must follow instructions from Park Rangers and/or Traffic Managers regarding loading/unloading passengers and bus parking.*

- (1) (Yosemite Valley – refer to the 2006 Yosemite Valley Commercial Tour Bus, Parking, Loading and Unloading Information Sheet.) Unless prior written authorization is given by the Superintendent or the exceptions listed below in paragraph 2 are met, all mini-buses, full-size buses and motor coaches must drop off their passengers at the “Yosemite Lodge...” bus loading/unloading zone. For passenger safety, drivers are not allowed to use the bus parking lots to load and unload passengers.

(Regarding “Designated Drop-Off Points”, the following exceptions apply;)

- (2) **(The Ahwahnee Hotel)** Buses with groups that have hotel or meal reservations at the Ahwahnee Hotel may drive to the Ahwahnee shuttle bus stop or area directed to by a bellman to off-load or load their passengers. The bus must then be driven to the “Yosemite Lodge...” bus parking lot. Passengers should be instructed to be at the designated pick-up point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Buses may be cited if they block the Ahwahnee shuttle bus stop for longer than five (5) minutes.
- (3) **(Curry Village)** Buses with groups that have hotel or meal reservations at Curry Village may drive to the Curry Village Tour Deck bus stop to off-load or load their passengers. The bus must then be driven to the “Yosemite Lodge...” bus parking lot. Passengers should be instructed to be at the designated gathering point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Because this location is shared by the DNC Tram-tour, buses may be cited if they block the Curry Village Tour Deck bus stop for longer than ten (10) minutes.
- (4) **(Yosemite Institute & School Buses)** Buses transporting Yosemite Institute groups and school groups to their lodgings at Curry Village should contact Ranger Dave Henderson (209-379-0600) for information about passenger drop-off and bus parking

Conditions continued

(Note: Parking conditions are subject to change due to long-term construction projects slated for Yosemite Valley for the next several years.)

T. Bus Parking: Possession of this authorization does not guarantee the availability of bus parking within Yosemite National. The Holder will abide by all special parking requirements as designated by the Superintendent.

- (1) (Yosemite Valley)** – *(Vans or smaller vehicles are not included in this condition.)* Except when picking-up or dropping-off passengers, buses must be parked in authorized parking lots. Drivers may not use their bus for personal transportation within Yosemite Valley. When the shuttle bus system is operating drivers must use the free shuttle bus or arrange other transportation.
- (2) (Mariposa Grove of Big Trees)** Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses. Buses will be directed to the free Big Trees (Grove) Shuttle Bus, located at the Wawona Store parking lot, to off-load their passengers when this service is available.
- (3) (Wawona Store Parking Lot)** **Buses may not park in or across designated car spaces or on the roadways. Buses should park in the dirt lot across from the store, on the west side of the Wawona Road after unloading their passengers at the Big Trees Shuttle Bus Stop or Pioneer History Center.
- (4) (Developed areas)** Buses/Vans may not park in residential areas.
- (5) (Parking Lots)** Buses may not park in, or across, designated car parking spaces.
- (6) (Double parking)** is prohibited.
- (7) (Roadside Turnouts)**, The Holder will allow only one bus at a time, per company, to park at the following scenic turnouts:
 - a.) **Devils Elbow**, located along Northside Drive approximately ¼ mile west of the El Capitan Picnic Area.
 - b.) **Bridalveil View**, located approximately ½ mile west of El Capitan Meadow on Northside Drive.
 - c.) **Valley View**, located along Northside Drive approximately ¼ mile east of the Pohono Bridge/Hwy 140 cross over.

The popularity of these locations requires that large vehicles be kept to a minimum to allow for use by the general public. Company buses should plan to stagger their stops at these locations when traveling in groups.

U. Off-loading Passengers - The Holder will be responsible for controlling passengers at those places where the vehicle stops and off-loads. The Holder shall ensure that clientele do not obstruct vehicular or pedestrian traffic. This will include keeping passengers from walking into the roadway and obstructing traffic, and from walking in the areas posted as sensitive where resource destruction may result. Loading or unloading of passengers on to roadways, driveways, handicapped parking stalls, etc. is prohibited.

V. Idling: All drivers of buses, mini buses and vans are prohibited from allowing their engines to idle for extended periods of time. Idling shall not exceed 5 (five) minutes.

W. Vehicle Exhaust: All vehicles will be properly maintained to insure that the exhaust produced is not beyond what is allowed by law. Excessive exhaust from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding emissions.

Conditions continued

X. Length and Size Limits: (Some Park roads are narrow and/or winding. Some large sized vehicles cannot safely negotiate these roads. The following restrictions are necessary to safeguard human life, protect Park resources and reduce damage to personal and public property.)

Commercial passenger carrying vehicles exceeding forty-five (45) feet in length or 102 inches in width are prohibited within Yosemite National Park. Additional size restrictions may be added for any Park roadway when deemed necessary by the Superintendent.

The following restrictions currently apply to specific Park roadways:

- 1) **Hwy 140, El Portal Road:** On Highway 140, within Yosemite NP, commercial passenger carrying vehicles exceeding twelve (12) feet six (6) inches in height, and/or 102 inches in width are prohibited.
- 2) **Hetch Hetchy Road:** Buses and other vehicles over 25 feet in length are prohibited on the Hetch Hetchy Road.
- 3) **Mariposa Grove Road:**
Unless permitted by the Superintendent, buses and other vehicles over forty (40) feet in length are prohibited on the Mariposa Grove Road.
(Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses at the gate located near the South Entrance Station. Buses will be directed to the free Grove Shuttle Bus location to off-load their passengers when this service is available. This does not include buses operated by the concessioner.)
- 4) **Glacier Point Road:** Due to the narrow road conditions, **private buses, commercial buses and school buses exceeding thirty (30) feet in length are prohibited from driving beyond Badger Pass Turnoff to the Glacier Point area.**
- 5) **Glacier Point:** Due to the limited parking the following conditions exist;
 - A.) Mini-Buses and Vans may not use the bus passenger drop-off area in front of the Glacier Point restrooms to drop-off or pick-up passengers, unless loading or off-loading persons with mobility impairments, the vehicle must then be moved and parked in an approved parking space. This area is to be used for concessioner buses and emergency vehicles only.
 - B.) Mini-Buses must park within the designated bus parking lanes located at the upper parking lot and may not park in a manner so as to block traffic flow.
 - C.) There is limited parking at Glacier Point. In the event that there is no available parking at the Glacier Point parking lot, mini-buses and vans must park at Washburn Point while waiting for their group. Passengers are to be picked up at the upper Glacier Point parking lot in the bus parking area. Mini-Buses and vans are not to be left unattended during this pick up time if parking is unavailable, and may not park in any manner so as to block traffic flow.

Y. Swinging Bridge Picnic Area: Buses are prohibited from using the Swinging Bridge parking lot located on Southside Drive approximately ¼ mile west of the Yosemite Chapel.

Z. Picnicking:

1. Unless authorized by the Superintendent in writing, motor coaches and mini-buses are prohibited from entering the following picnic areas:
 - a.) Cathedral Beach (Yosemite Valley)
 - b.) Sentinel Beach (Yosemite Valley)
2. The Holder may not allow passenger to use the shuttle bus bench areas for picnicking. These areas are for shuttle bus loading and unloading only.

Conditions continued

AA. Tire Chains (tire traction device): Bus and trucks may now use Caltrans approved cable chains. All Holder vehicles entering the Park during winter conditions must be outfitted with approved tire traction devices. Vehicles with an unladen weight over 6,000 pounds (6,500 lbs. for four wheel drive) must use approved tire traction devices when restriction level 1 (R-1) conditions, "Autos with Snow Tires or Chains..." exist. Cable tire chains must meet the following specification to qualify for use on commercial vehicles within Yosemite National Park.

1. Cross links must exceed ½" in diameter.
2. Cross links may use a cross or ladder configuration.
3. The chain must be secured with a rubber tension device.
4. All tensile pull test values for all cable chain component connections shall not be less than 900 PSI.

Note: This is a minimum requirement. In the event that conditions exist requiring vehicles to use link chain traction control devices, cable chains will not be allowed.

BB. Supervision/Compliance: *The Holder shall provide adequate supervision of its employees and clients to ensure that the Park's geological, biological, historical and archeological¹ resources are not disturbed. The Holder is responsible for informing its employees and clients of Park regulations and assuring compliance.*

Supervision includes, but is not limited to:

- 1) **Clean Areas** - The areas used by the Holder shall be left in substantially the same condition as prior to the activities authorized herein.
- 2) **Protection of Natural Resources and Cultural Artifacts (Historic and Prehistoric)¹** - *Holder will not allow passengers to disturb or remove any natural, cultural and/or historic items from the Park, including arrowheads or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.*
- 3) **Trash Items** - All articles transported into the Park by the Holder will be transported out. This includes all refuse and trash.
- 4) **Cigarette Butts** - Holder will **not allow passengers and/or drivers who smoke to discard their cigarette butts on the ground.** A container must be provided for this purpose and passenger made aware of this regulation.
- 5) **Feeding Wildlife** - Park regulations prohibit the feeding of any wildlife in Yosemite National Park; Holder will enforce this regulation with its passengers.

CC. Report of Incidents: The Holder is required to report **ANY** personal injury and/or property damage incident occurring within the Park involving Holder vehicles, clientele, and/or employees. The report must be made to a Law Enforcement Ranger at the first available opportunity before leaving the Park. A report will consist of a written or verbal description of the incident. *(If a Park Ranger is unavailable, a report may be made by calling the **Park Desk Officer at (209) 372-0608** or a brief written report stating the basics of the incident: who, what, where, when, and how, may be left with the nearest Entrance/Exit Station or faxed to this office.)* The Holder must cooperate with any investigation of the incident by National Park Service personnel.

Conditions continued

¹ Cultural Resources in Yosemite National Park are protected by the Historic Preservation Act of 1966 (16 USC 470), and the Archeological Resource Protection Act 1979, as amended (16 USC 470aa) which carries criminal and civil penalties for removing or damaging archeological resources.

DD. Park Information: Holder will insure that information provided through tour leaders, brochures, literature, or advertising to Park visitors is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history. *(Some information may be found on the Park web-site at www.nps.gov/yose. For Road and weather information call (209) 372-0200.)*

EE. Client Information: Upon request, the Holder must provide names, addresses, and phone numbers of tour clientele or any other reasonable statistical information regarding authorized, permitted activities conducted within Yosemite National Park.

FF. Commercial Tour Vehicle Inspections: The Holder shall cooperate fully regarding the inspections of commercial tour vehicles in Yosemite National Park. (For visitor safety the Superintendent has authorized a program for Commercial Bus Vehicle safety inspections to be conducted, unannounced, each year in the Park. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations. Drivers licenses, medical certificates and logbooks are also checked.)

GG. Restroom Facilities: Due to health and safety issues the following areas are specifically closed to motor coach and mini-bus passenger use:

- a.) Tuolumne Grove Parking area restrooms located at Crane Flat.
- b.) Swinging Bridge picnic area restrooms located in Yosemite Valley.
- c.) All Park Entrance Station restrooms.

Under no circumstances will the Holder allow clients to dispose of human body waste anywhere except in approved restroom facilities, provided for that purpose.

(Small, Park roadside restroom facilities, such as those at the Park entrance stations and other roadside turnouts, cannot handle the sudden large volume of use that occurs when large groups use the facilities. Groups should try to plan rest stops at larger facilities prior to entering the Park or those listed below within the Park.

Bus passengers may use facilities that are built to handle a large volume of use, such as those located at the:

Chinquapin/Glacier Point Junction along Hwy 41
Yosemite Lodge
Yosemite Falls Picnic Area,
Valley Visitor Center
Village Store Shopping Area
Tuolumne Visitor Center
Mariposa Grove

2006 COMMERCIAL TRANSPORTATION OPERATOR SURVEY

COMPANY NAME/GROUP NAME _____

(Include DBA if any)

CONTACT PERSON / Title _____

COMPANY OWNER / Title _____

ORGANIZATION ADDRESS _____

(If different from address on page 1)

TELEPHONE NUMBER _____

()

EMERGENCY PHONE NUMBER _____

()

FAX NUMBER _____

()

****EMAIL ADDRESS** _____

WEB PAGE ADDRESS _____

- 1) What type(s) of commercial vehicles will you operate in Yosemite NP? (Check all that apply)
Sedan /Limo ____; Van ____; Mini-bus ____; Motor coach (40 foot) ____; Motor coach (45 foot) ____;
- 2) Do you own, or are you planning to acquire, alternative fueled vehicle(s) Yes No (circle one)
If yes, what type, and when? _____
- 3) Besides road based sightseeing tours, does your company engaged in any of the following commercial activities in Yosemite NP? (Check all that apply) Guided Backpacking ____
Guided Day-hiking ____ Guided Nordic Activities ____ Photography Instruction ____
Other _____
- 4) Does your bus company offer trips to Yosemite National Park using buses designed for access by persons with disabilities? Yes No (circle one)

****The following is required information and must be completed if you had a permit during 2005**

- 5) How many years has your company been bringing visitors to Yosemite?.....
- 6) How many trips did your company make to Yosemite during 2005?... ..
- 7) How many passengers did you bring into Yosemite during 2005?... ..
- 8) What percent of these clients were from foreign countries? (Estimate)..... %
- 9) On average, how much time did your clients spend in the Park per trip?
For day trips only show average # of hours: ____ (hrs)
For trips involving overnight stays in the park show # of nights: ____ (nights)
- 10) Is Yosemite a "Primary" destination, an "Exclusive" destination or "Both?... (circle one)
(Example: "Primary" – your tours visited other locations along the way but Yosemite was main reason for trip;
"Exclusive" - Yosemite was the only location offered.)

**“2006 - YOSEMITE VALLEY”
COMMERCIAL TOUR BUS
Parking, loading and unloading information sheet**

There are now **“7”** photo locations in “Yosemite Valley” where you may stop:

- **Highway #41 and Tunnel View** (also known as Inspiration Point or Discovery View.)
- **Bridalveil Fall** (Southside Drive parking area – either side of one way road)
- **El Capitan view** (Northside Drive parking area)
- **Half Dome view from Sentinel Bridge** in marked bus parking space north of the bridge.
- **Devils Elbow** on the right side leaving the Valley.
- **El Capitan Meadow Straight-away** on the left side of the roadway to observe climbers.
- **Valley View #11** on the left side just prior to the highways #41 & #120, #140 split.

Bus Loading and Unloading: (*Commercial Vans and Sedans are to use parking areas designated for the general public.*) Buses and Mini-buses must drive to Yosemite Lodge and unload in the posted area. (There are no other unloading or loading locations in Yosemite Valley except at the Ahwahnee Hotel and Curry Village, and only if the tour passengers have reservations for meals or lodging there.) After unloading your passengers move to the designated bus parking areas and park as directed. Have your passengers assembled and waiting behind the Lodge office in the amphitheater area 15 minutes prior to scheduled pick up time. If, at loading time, the tour is missing members, the tour guide should leave a message with the Yosemite Lodge Hotel Receptionist while the bus returns to the bus parking area to park and wait for the missing member. Buses are restricted from waiting in the loading/offloading area.

- **At Curry Village** - stop in front of the registration office area to unload and load passengers and luggage. After unloading return to the parking areas at Yosemite Lodge and park your bus.
- **At the Ahwahnee Hotel** - unload in front of the hotel in the designated bus lane. After unloading return to the parking areas at Yosemite Lodge and park your bus.
- Due to parking limitations at both locations buses may not arrive any earlier than 5 minutes prior to their scheduled pick up times and must leave the area once passengers are loaded. Early arrivals will be sent out of the area until passengers are assembled and ready to load. Idle limitations apply here as well. If the driver is missing a visitor they should leave the area and return to the Yosemite Lodge bus parking lot. Drivers/guides must leave word with the concierge or front desk that they will wait at the Yosemite Lodge bus parking lot for the missing passenger, or the message that they have departed the Valley without the visitor due to scheduling.

****ALL RULES AND REGULATIONS WILL BE STRICTLY ENFORCED WITHOUT EXCEPTION.** The driver and/or the tour guide may be cited for violations of these rules. (See Title 36, Code Federal of regulations, Section 2.32.) **Multiple violations will result in the suspension of the bus company’s Commercial Use Authorization.**

A more complete listing of restrictions and regulations for Yosemite National Park may be found by referring to your Commercial Use Authorization.

IDLING BUSES: *Maximum idle time at any location in Yosemite National Park is five (5) minutes. The only exception to this idle time rule is for initial start up with a cold engine. It is not for air conditioners, heaters or other passenger comforts. This rule is strictly enforced. No exceptions.*

Shuttle Bus lanes: Commercial buses are not permitted to use or stop in the Shuttle Bus lanes or parking areas.

Picnic areas: Bus visitors may picnic at Swinging Bridge, after being unloaded in the authorized area, by walking across the meadow behind bus lot C and over swinging bridge to the picnic area. No food preparation is permitted in the bus loading/off loading area. Please distribute lunches in your bus before offloading. Shuttle Bus benches are for the use of shuttle bus passengers and may not be used for picnic seating.

Parking: All bus parking will be located at Yosemite Lodge Bus lots A, B or C – No other commercial bus parking is available in Yosemite Valley.

Posted Regulations: Commercial buses must obey all posted regulations.

For questions regarding this information contact:

**Ranger Dave Henderson, Traffic Management Supervisor at (209) 372-0600 (Traffic Management Office)
or (209) 372-0616 (Law Enforcement Office).**